

AGREEMENT
BETWEEN
AFSCME COUNCIL 5
REPRESENTING
ST. LOUIS COUNTY MERIT SYSTEM
BASIC UNIT EMPLOYEES
AND
ST. LOUIS COUNTY

2008-2009

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**AGREEMENT BETWEEN
THE AMERICAN FEDERATION
OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES COUNCIL 5
REPRESENTING ST. LOUIS COUNTY MERIT SYSTEM
BASIC UNIT EMPLOYEES AND ST. LOUIS COUNTY**

ARTICLE 1 - RECOGNITION

The County of St. Louis (hereinafter referred to as “the Employer” recognizes the Union as the exclusive representative for collective bargaining purposes for all Merit System employees of the St. Louis County Public Health and Human Services Department, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding the confidential employees and supervisory employees, and all other employees, with respect to salary, wages, hours, working conditions, and other conditions of employment.

The Employer agrees to meet and confer with the fully accredited officers and committees of the Union on any questions and conditions of employment not covered by this Agreement. The Union shall also certify to the Employer a complete and current list of its officers and representatives.

ARTICLE 2 - MANAGEMENT RIGHTS

The Employer has and retains the right to control its properties, maintain order and efficiency, determine the amount of supervision, direct the work force, hire, promote, transfer, assign, suspend, demote, discharge, or retain employees in this unit, and take whatever action to carry out the mission of the Employer in situations of emergency. Such rights and responsibilities are limited only to the extent specifically modified within this Agreement.

ARTICLE 3 - UNION ACTIVITY, UNION SECURITY

1. Any employee duly authorized to represent the Union at International, State, District, or local negotiating meetings, shall be permitted leave from duty without pay upon one (1) week advance notice, provided the time does not interfere with the normal operation of the St. Louis County Public Health and Human Service Department. The Employee shall not be discriminated against nor lose any rights or status earned or enjoyed as a result of the leave.

2. Union representatives shall have access to the premises to meet and confer with employees, but the Union agrees not to interfere with the Employer’s operations.

3. Payment of dues:

A. Upon receipt of written notice from an employee to deduct monthly dues from his/her salary, the Employer agrees to make such payroll deductions and submit same to the Union. Submittal of dues to the properly designated Union Treasurer shall be before the next dues payroll period.

B. In order to discontinue membership in the Union, the employee shall first give written notice to the Union. The Union shall immediately notify the Accounting Department of said action and deductions shall be stopped at the next payroll period.

4. All employees in the bargaining unit who are not members of the exclusive representative organization shall be required to contribute through payroll checkoff a fair share fee for services as designated by the exclusive representative in accordance with the Public Employment Labor Relations Act of 1971, as amended.

5. The Employer shall deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization voluntarily executed by the employee on a form mutually agreeable to the Employer and the Union. The deduction shall be discontinued upon reasonable advance written notice from the employee to the Employer. The Employer shall remit any deductions made pursuant to this provision to the Union on a monthly basis.

6. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under provisions of this Article.

ARTICLE 4 - SELECTION OF PERSONNEL

Employment of social workers and other professional staff with the St. Louis County Public Health and Human Service Department is administered under the rules of the Minnesota Merit System. The St. Louis County Public Health and Human Service Department is an equal opportunity employer. The positions of Social Worker and other professional staff, are selected from the list of best qualified candidates under the rules of the Minnesota Merit System. This includes appointments, promotions, transfers, and reinstatements from registers established by examination. If the examination is given during working hours, the employee may take the exam, with supervisory approval, without losing any benefits.

ARTICLE 5 - APPOINTMENTS, STATUS

1. Probationary Period. All new, non-temporary employees are subject to a probationary period during their first six months of employment. Employees may not take any paid vacation leave during this time.

Promoted employees also serve a six-month probationary period in the new class. (There is no restriction on vacation leave if total employment with the Employer exceeds six (6) months.)

The Employer may also require that a reinstated or transferred employee (either from another jurisdiction, department, or position in the Public Health and Human Service Department) serve a new probationary period. Employees performing satisfactorily during their probationary period will be granted regular employee status at the end of probation. Time served as a temporary employee will not count as part of the probationary period.

2. Evaluations. Administrative appraisal shall be considered to determine salary increases and in making promotions, demotions, dismissals, and in determining the order of separation due to reduction in forces, in the event of equal seniority.

The Employer shall meet and confer with the Union on any proposed revision to the Administrative Appraisal Form prior to implementation.

3. Voluntary Demotions. An employee who wishes to take a voluntary demotion to a vacant position in a lower job classification should notify the Personnel Office. The specific salary assignment must be determined and approved in each case.

4. Resignations. An employee must give four (4) weeks' written notice of resignation to the Public Health and Human Service Director. Accrued vacation time may not be counted as any part of the four weeks' notice.

An unauthorized absence from work is grounds for disciplinary action, subject to the grievance procedure, and any employee who is absent from work, without authorization, for three consecutive work days shall be deemed to have resigned.

5. Layoffs. When it becomes necessary, through lack of work or for other causes for which an employee is not at fault, to reduce the number of employees within the bargaining unit, the following procedures shall apply:

A. All emergency, provisional, and limited term employees shall be removed first.

B. Layoff shall be in inverse order of seniority by classification.

C. Seniority Ties: When two or more persons in a job class in which layoff or reduction is to be made have equal seniority in such class, the order of layoff or reduction in such tie cases shall be determined first by total time of service in the classification; second by total time of service with the agency; third by the average performance ratings for the time of service in the classification; fourth by total time of County employment; and if a tie still remains after consideration of the above factors, then by flip of the coin.

D. The Employer shall give each affected employee notice by certified mail - receipt signed by addressee only, at least fourteen (14) calendar days before the effective date of any layoff or recall and shall state the reasons for the layoff.

E. Layoff List: Whenever the Employer wishes to fill a vacancy or a new position in the bargaining unit and a layoff list exists for the classification in which the position is to be filled, the Employer shall offer re-employment in the order of seniority from the layoff list.

F. The Employer shall, as each opening occurs, contact the most senior person on the layoff list by certified mail to offer the opening to such person until the position is filled or the list is exhausted. If the person refuses to accept an appointment offered to him/her, the Employer shall remove his/her name from the layoff list. Any person providing the Employer with a statement from their attending physician stating that they are unable to work at that time shall not have his/her name removed from the layoff list for refusing to accept an appointment.

G. No employee shall have his/her name removed from a layoff list for refusing to accept an appointment in a geographic location other than the location from which said employee was laid off. For the purposes of this article, the parties agree that there are three (3) geographic locations: The Duluth area shall be considered as one location, the Range area shall be considered as another location, and the Ely area shall be considered a third location.

H. The classifications of Social Worker (Licensing Specialist), Social Worker, Social Worker (Child Protection Specialist), Social Worker (MSW), and Social Worker (Child Protection Specialist) (MSW), will be considered one classification for the purposes of layoff. Provided, however, employees hired after August 15, 1986, who are serving in the classification of Social Worker (Licensing Specialist) at the time of a layoff, and do not have seniority in another social worker classification, may not bump into the other social worker classification listed above.

I. Seniority shall consist of time accrued during employment with the St. Louis County Public Health and Human Service Department in a job classification within this bargaining unit. Time spent in a job classification outside of this bargaining unit will not be counted as bargaining unit seniority. Employees who have previously worked in a position within this bargaining unit and who subsequently work in a position outside this bargaining unit, but have been continuously employed by the St. Louis County Public Health and Human Service Department shall retain their accrued seniority earned within this bargaining unit. Employees who resign or are dismissed from employment with St. Louis County Public Health and Human Service Department shall lose all accumulated seniority.

6. Re-employment. Re-employment of a former Merit System employee, who has resigned in good standing, may be given consideration, irrespective of the Merit System register, per Merit System Rule 12 MCAR 2.503.

7. Transfers. Notice of the classification and location of positions available in the Public Health and Human Service Department will be posted on bulletin boards at each work site at least seven (7) calendar days prior to filling such vacancy. Employees in the same classification may request consideration for lateral transfer by submitting a memorandum to the Personnel Office within the stated time limit. All employees submitting such a memorandum within the stated time limit will be interviewed for the posted vacancy. Requests received after the stated time limit will only be given consideration if the Appointing Authority is still interested in seeing additional candidates. The Appointing Authority has the discretion to select one of the interested candidates or none of the interested candidates. Applicants who are not selected will be notified.

8. Dismissals. Any dismissal for disciplinary reasons shall not be finalized until the expiration of a seven (7) calendar day period of suspension without pay. Dismissals are subject to the grievance procedure.

ARTICLE 6 - WORK DAY/WORK WEEK, REST PERIODS

1. Adjusted Work Schedules. Normally, office work is to be done during the normal 8:00 a.m. to 4:30 p.m. work day, Monday through Friday. Employees will adjust their normal work day schedule for meetings with clients or other meetings which are the normal duties of the job, but are scheduled outside of the normal work day. The employee shall adjust his/her work schedule by a maximum of five (5) hours within two (2) pay periods and the employee's adjusted work schedule shall consist of a minimum of one hundred fifty (150) hours within these two (2) periods, seventy-five (75) hours of which, at a minimum to be worked in the first pay period. Supervisors may designate certain times during the normal work week which are not available for adjusting the work

schedule. Supervisors shall make a good faith effort to accommodate the employees in establishing adjusted work schedules.

2. The annual work year shall be one thousand nine hundred fifty (1950) hours.
3. Hours worked includes emergency calls during off hours necessitated by client crisis, provided that such crisis requires the employee to leave home for an hour or more, and upon supervisory approval on the following workday.
4. Equivalent compensatory time shall be allowed employees for attending workshops that are job-related when the workshop is on the employee's scheduled day off and the request for compensatory time has been approved by the Director or his designee.
5. An optional four (4) day workweek, flextime work schedules, or job sharing arrangements may be had upon mutual agreement between the department head and the Union. Participants in an approved job sharing arrangement may, by mutual agreement between the job share participants, apportion the hospital, medical and dental benefits for which the job share position is eligible. Apportionment shall be limited to either (a) one (1) employee receiving all of the benefit and the other none; or (b) the two (2) employees splitting the benefit equally.
6. Standby Schedule. Employees will receive one (1) hour of compensatory time for each eight (8) hours of standby duty. Standby schedules shall be determined by meet and confer between employees and their supervisor.
7. Rest Periods. For employees working a scheduled shift of seven and one-half (7½) hours or longer, two rest periods of fifteen (15) minutes each are permitted, one in the morning and one in the afternoon.

ARTICLE 7 - SALARIES

1. All employees covered under this contract shall receive the salary rate set forth and annexed hereto as Exhibit A during 2008 (2% or \$.40 per hour, whichever is greater), the salary rate set forth and annexed hereto as Exhibit B-1 effective the first pay period of 2009 (2% increase) and the salary rate set forth and annexed hereto as Exhibit B-2 effective the fourteenth pay period of 2009 (1.5% or \$.30 per hour increase, whichever is greater). Salary adjustments will be applied for the full pay period covered by the first bi-weekly paycheck of the new payroll year. The bi-weekly salary will be computed by multiplying the monthly salary times twelve (12) and dividing by twenty-six (26). The basic hourly rate will be computed by dividing the bi-weekly rate by seventy-five (75).

The official payroll year shall be defined as commencing with the beginning of the pay period covered by the first bi-weekly paycheck of the new calendar year. The end of the payroll year shall apply to administration of the maximum sick leave accruals, waivers from the maximum vacation accumulation, as well as the use of allotted personal leave days specified in other provisions of this Agreement.

2. Salary adjustments shall not be a part of or any way affect the annual evaluation and pay rating system regardless of date of anniversary.

3. All step increases shall be carried with an employee in promotion to higher and demotion to lower classification, except that an employee's salary shall not exceed the maximum salary of the lower classification. No employee shall receive a lower salary in any classification than their starting salary in that particular classification.

4. Employees rated "unsatisfactory" on their annual evaluation shall be dismissed. Employees rated "marginal" shall receive no step increase, but upon being re-rated "marginal" and maintaining two consecutive "marginal" ratings, shall be dismissed. Those employees receiving a "competent" rating as their annual evaluation, shall be granted, aside and separate from a salary adjustment, a one-step salary increase on their anniversary date of employment, except when at maximum.

5. The anniversary date for an employee shall remain constant throughout the tenure of the employee, except when adjusted due to unpaid leaves of absence of more than thirty (30) calendar days' duration.

6. Employees shall receive a shift differential payment consisting of \$.40 per hour for all scheduled and assigned hours worked other than the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, except for schedules developed pursuant to Sections 4 and 7 of Article 6.

ARTICLE 8 - SALARY DEDUCTIONS

The following salary deductions are authorized by the law:

1. Federal and State Withholding Income Tax - the mandatory withholding tax is withheld each pay period. Determination of amount withheld is based on the number of dependents, plus the gross salary of the employee.

2. Public Employees Retirement Association - deductions begin upon completion of the first full month of employment and the amount is withheld each pay period.

3. Other - the Employer will allow payroll deduction for Credit Union, United Way, Federal Savings Bonds, Employee Fund, health and hospitalization insurance, Employer approved deferred compensation plans, and the St. Louis County Flexible Benefit Plan. With respect to deductions for Credit Union, United Way and Federal Savings Bonds, the employee may choose the pay period in which the monthly deduction is to be made.

ARTICLE 9 - OVERTIME

Employees shall accrue compensatory time at the time and one-half rate for hours worked in excess of seventy-five (75) in a pay period under the following conditions:

- a) When approved in advance by the employee's supervisor;
- b) In an emergency situation. Emergency is defined as the following unforeseen/ unplanned situations:
 - 1) Any time that the employee must take action to prevent loss of life or to prevent injury to the client's health or safety.
 - 2) Any time that the employee needs to effect a placement of a client or to prevent a placement of a client due to circumstances that have changed without notice.

The Employer reserves the right to alter the definition of emergency upon advance notice to employees.

Employees in this bargaining unit shall be deemed exempt under the Fair Labor Standards Act.

Compensatory time off will be scheduled by agreement between the supervisor and employee. Compensatory time may be carried over into the next calendar year. This must be requested in writing by the employee. If the Department does not allow an employee to use accumulated compensatory time during the year, the employee will be paid in cash at the end of the year for any compensatory time exceeding thirty-seven and one-half (37.50) hours.

All compensatory time payoffs shall be paid at the pay plan rate in effect during the payroll year in which the compensatory time was earned.

ARTICLE 10 - HOLIDAYS

1. The following days shall be considered holidays, namely: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

For employees whose normal work week is Monday through Friday, if a holiday falls on a Saturday, the previous Friday shall be considered the holiday, and if a holiday falls on a Sunday, the following Monday shall be considered a holiday. For employees whose normal work week regularly includes Saturdays and Sundays, holidays shall be considered to be on the day on which the holiday actually falls.

2. If one of the above-listed holidays falls on an employee's regularly scheduled day off and the employee does not work the holiday, another day off will be scheduled during that payroll period. However, to be eligible to receive the holiday, an eligible employee must be in payroll status on the normal scheduled workday immediately preceding and the normal scheduled workday immediately following the holiday. Payroll status shall be defined as when actually working, on paid vacation, paid sick leave, paid personal leave day, compensatory time off, or on a paid leave of absence.

Employees required to work on a holiday shall receive one and one-half (1½) hours compensatory time for each hour worked on the holiday and in addition shall receive the employee's regular pay for the day or another day off. Employees required to work in excess of seven and one-half (7½) hours on a holiday, shall receive two and one-half (2½) hours compensatory time for each hour worked over seven and one-half (7½) hours. Provided, however, an employee who is scheduled to work and does work on a holiday may elect to take the compensation provided for in this paragraph in cash or compensatory time.

3. Two (2) days of personal leave with pay will be granted to employees in the first year of employment and four (4) days of personal leave with pay will be granted to employees annually thereafter. Personal leave days shall be taken at a time mutually agreeable to the employee and his/her supervisor. Personal leave days are not accumulative from year to year. Personal leave days may be taken by a provisional or probationary staff with at least three months of County employment and all staff with permanent status. Employees appointed on a temporary, emergency or limited term basis are not eligible for the personal leave days. Personal leave may be taken in one-half (½) hour increments.

4. Part-Time Employees. Part-time employees hired after January 1, 2004 shall earn holidays and personal leave on a pro-rated basis. The pro-ratio for personal leave and holidays shall be computed by dividing the first 1000 hours worked by the number of pay

periods to determine the average hours worked per pay period. The average hours worked per pay period will then be divided by 75 to determine the percentage of pro-rata for the remainder of the calendar year. Annually thereafter, straight time hours worked in the preceding year will be divided by 1950 to determine the percentage of pro-rata.

ARTICLE 11 - VACATION

1. Vacation Accumulation: Employees shall earn vacation with pay according to the following schedule:

Years of Continuous Service	Vacation Accrual
0 - 1 Year	2.0 hours per bi-weekly pay period
After 1 through 5 years	5.50 hours per bi-weekly pay period
After 5 through 10 years	7.5 hours per bi-weekly pay period
After 10 through 15 years	8.5 hours per bi-weekly pay period
After 15 through 20 years	8.75 hours per bi-weekly pay period
After 20 through 25 years	9.0 hours per bi-weekly pay period
Over 25 years	9.5 hours per bi-weekly pay period

Vacation accrual for part-time employees shall be pro-rated in accordance with Article 10, Section 4.

Employees are eligible to receive and use accrued vacation with pay upon successful completion of their original probationary period. Provided, however, employees are eligible to receive and use accrued vacation with pay during an extension of the original probationary period.

Changes in vacation earnings shall be effective the beginning of the pay period that includes the first of the month following the employee's required years of service.

Vacation accumulation shall not exceed two-hundred seventy (270) hours maximum at the end of any given pay period; provided, however, upon special request in writing to the Administration, and mutual agreement, an employee may be granted accumulated vacation time beyond the two-hundred seventy (270) hours.

2. Vacation time: Vacations will be allowed when requested, insofar as is practicable. To avoid disappointment, the employee shall inform his/her supervisor of vacation plans sufficiently in advance, that adequate staffing can be planned for the particular unit. In the event of conflict, the employee making the vacation request first will receive priority. Work shall be up to date before vacation begins.

Under normal conditions, vacation leave should be planned with the immediate supervisor and approved by the section supervisor. In the case of an absence because of an emergency, the employee should notify his/her immediate supervisor by telephone as soon as possible after eight o'clock A.M.

Single days of vacation may be taken with supervisory approval.

3. Wherever an employee is about to lose vacation because of the limitation of accumulation under this Article, the appointing authority upon the request of the employee shall make arrangements to permit the employee to take his/her current monthly earnings and thus prevent the loss of said earnings.

ARTICLE 12 - SICK LEAVE

1. Each employee shall earn sick leave with pay in accordance with the following schedule:

Months of Service	Hours Per Pay Period
Commencing 0 - 12 months	2.00
Commencing 13-24 months	3.75
Commencing 25 months & over	5.25

Sick leave may accumulate up to nineteen hundred (1900) hours as of the end of each payroll year.

2. Sick leave may be paid for absence because of an employee's inability to perform his/her duties by reason of illness or injury, by necessity for medical or dental care, or by exposure to a contagious disease under circumstances in which the health of employees with whom associated or members of the public necessarily dealt with would be endangered by attendance on duty. Sick leave cannot be used during an employee's scheduled vacation unless submittal of a letter from his/her physician to his/her Department Head.

Sick leave may be paid, upon approval of the supervisory staff, for absence due to illness in the immediate family of the employee where attendance of the employee is necessary. "Immediate family" for this purpose shall be defined as parents, step parents, spouse, children, step children or minor wards of the employee.

Sick leave may be paid, upon approval of the supervisory staff, for absence because of death in the immediate family of the employee where attendance of the employee is necessary. "Immediate family" for this purpose shall be defined as spouse, parents of

spouse, parents, guardian, children, brothers, sisters, wards of the employee, grandparents or grandchildren or step-family members. An employee may, upon approval of his/her Department Head, be permitted up to a maximum of ten (10) days sick leave in the event of death in the immediate family, as defined in this section.

The Department Head may at any time request an employee to submit complete medical verification, on a form provided by the Employer, as to why the employee's illness or injury prevents the employee from working. The Department Head may indicate whether the verification shall be from an attending or a designated physician.

ARTICLE 13 - SICK LEAVE BANK

1. The Merit System Basic Unit Emergency Sick Leave Bank is an additional benefit system maintained by the Employer and shall be administered by a committee appointed by the Union to permit extensions of sick leave in the event of major illness or injury. The Union shall keep the Employer advised, in writing, of membership on the Committee. The Committee shall act pursuant to guidelines established by the St. Louis County Board of Commissioners. No employee shall be allowed to participate in the Sick Leave Bank until the employee has reached the maximum rate of accrual for sick leave.

The Committee, upon establishing a need for additional funding of the Sick Leave Bank, shall provide written documentation of such need to the Civil Service Personnel Director at the beginning of the payroll year. Upon receipt of reasonable documentation, one (1) day of sick leave will be deducted from the total sick leave accumulation of each unit employee (one-half ($\frac{1}{2}$) day for employees job sharing) qualified to participate in the Sick Leave Bank to be credited to the Merit System Basic Unit Emergency Sick Leave Bank.

An employee shall not be eligible to draw from the Sick Leave Bank unless the employee enters into a Sick Leave Bank Reimbursement Agreement, on a form prepared by the Employer, which: (1) acknowledges that the Employer has not agreed, by contract or otherwise, to compensate the employee any amount in excess of the employee's regular wages; (2) requires the employee to reimburse the Sick Leave Bank 100% of the funds received; (3) authorizes and directs the Employer to deduct the amount drawn from the Sick Leave Bank from the wage loss proceeds, if any, awarded in a workers' compensation proceeding or from any other funds designated in the executed Sick Leave Bank Reimbursement Agreement; and (4) includes any other provisions applicable to the individual employee's specific request.

ARTICLE 14 - INSURANCE

1. The Employer agrees to permit all employees to be covered by the group hospitalization insurance programs under the St. Louis County Employee Plan, and to contribute to the premium as follows:

	<u>Option A*</u>
Single Coverage	100%
Dependent Coverage	70/30

Prescription co-pays shall be as follows: \$10 generic; \$20 formulary brand-name; \$40 non-formulary brand-name.

[*NOTE: The actual descriptions of the group hospitalization plan benefits are contained in the plan documents, not in the labor contract.]

2. The Employer also agrees to pay the full premium for group life insurance for employees, according to the following schedule:

Annual Base Salary	Policy Amount
Up to \$15,000	\$15,000
\$15,000 - \$20,000	\$20,000
\$20,000 - \$25,000	\$25,000
\$25,000 - \$30,000	\$30,000
\$30,000 - \$35,000	\$35,000
\$35,000 - \$40,000	\$40,000
\$40,000 - \$45,000	\$45,000
\$45,000 and over	\$50,000

Annual base salary shall be computed on January 1 of each year, or for new employees, on their date of hire.

3. Dental Insurance. The Employer will provide and pay for the full cost of the premium for single dental insurance for all employees, subject to a maximum benefit of \$1,000 (\$1,500 effective January, 2009) per year.

4. An eligible employee shall be defined as one who has successfully completed one (1) full calendar month of employment and would become eligible on the first day of the second full calendar month of employment. Part-time employees shall be eligible in accordance with Section 7 of this Article.

5. If and when St. Louis County adopts for all its employees any changes in type of coverage, the carrier, or the costs of hospitalization and group insurance premiums to the individual, the family, or the Employer, such change shall automatically and simultaneously be in effect for all Merit System employees covered under this agreement on the same effective date.

6. **Claims Against Employer.** Any description of insurance benefits contained in this Article is intended to be informational only and the eligibility for benefits shall be governed by the terms of the insurance plan and not by this Agreement.

The Employer's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance benefits by the insurance plan administrator, except in case of error by the Employer in reporting information to the plan administrator.

7. Employees hired or placed into a part-time position after ratification of the 1996-1997 contract will receive prorated benefits under this Article after completion of one thousand (1,000)* hours worked at straight time. The proration of premium payments for group hospitalization insurance program will be determined in the following manner: In the first incomplete calendar year, the one thousand (1,000)* hours will be divided by the number of pay periods to determine the average hours per pay period. The average hours per pay period will be divided by seventy-five (75) to determine the percentage of proration for the remaining months of the calendar year. In the first complete calendar year, the number of straight time hours worked will be divided by the number of pay periods worked in the preceding year to determine the average number of hours worked per pay period. The average number of hours worked per pay period will be divided by seventy-five (75) to determine the percentage of proration. Annually, thereafter, straight time hours worked in the preceding year (twenty-six (26) pay periods ending with the last complete pay period before December 1) will be divided by one thousand nine hundred fifty (1950) to determine the percentage of proration. An employee hired prior to ratification of the 1996-1997 contract will continue to be subject to the eligibility requirements previously in effect, including the one thousand (1,000) hour rule so long as the employee remains in a full-time position or in the part-time position the employee occupied at the time of ratification of the 1996-1997 agreement. [*four hundred eighty nine (489) hours for employees hired or placed into a part-time position after ratification of the 2002-2003 contract.]

ARTICLE 15 - WORKERS' COMPENSATION

1. Any employee who by reason of sickness or injury receives Worker's Compensation benefits may do either of the following:

- a. Retain the Worker's Compensation benefits without assessment against any available leave credits, or
- b. Retain the Worker's Compensation benefit and receive from the Employer any available earned accumulated sick leave, vacation leave or other accumulated leave benefit. The total weekly compensation including leave and worker's compensation benefits shall not exceed the regular weekly net base pay rate of the employee. "Net base pay" is defined as the employee's regular weekly gross less FICA, medicare, PERA and federal and state income tax withholding. Overtime will be considered on the same basis as it is for workers' compensation purposes.

If any employee uses sick leave pursuant to this agreement, and is subsequently awarded workers' compensation benefits for the same period, the Employer is authorized to deduct from workers' compensation wage loss benefits the amount of sick leave received by the employee, less the sick leave which the employee would be eligible to receive pursuant to Section 1 of this Article.

2. While an employee is receiving loss of wage benefits under the Worker's Compensation Act (temporary total or temporary partial disability benefits), the Employer shall continue to pay the Employer's share of hospital-medical insurance premiums for both single and family dependents' premiums together with the premiums on the employee's life insurance. Such payments shall continue even though the employee has exhausted his/her sick leave, vacation, and personal leave benefits. Payments of such premiums by the Employer pursuant to this Article shall end upon issuance of a notice of discontinuance of benefits by the Commissioner of the Department of Labor and Industry or upon the employee being declared permanently totally disabled.

3. Sick leave used by employees while receiving County Worker's Compensation benefits shall be credited back to the employee's sick leave reserve account at retirement, but not to exceed one thousand nine hundred (1,900) hours, as provided for in Article 20, Section 2. This Section is meant to mean sick leave used from the date the employee went to work for St. Louis County.

ARTICLE 16 - LEAVES OF ABSENCE

1. Leaves Without Pay. An employee may be granted a leave of absence without pay on the grounds of sickness, disability, or other good or sufficient reasons which are considered to be in the interest of the agency, providing, however, no leave shall exceed one (1) year, excluding the educational stipend program. Such leaves must be requested in writing by the employee and shall require written approval by the Director.

2. Parental Leave. Upon sixty (60) days' advance written request by an employee to his/her department head, up to a maximum of six (6) continuous months of unpaid leave of absence shall be granted to care for a newborn infant, whether natural child or adopted. Such leaves shall commence within one (1) year after the birth of the child or custody date of an adopted child. When both parents are employees within this contract, the parental leave shall be divided, upon request of the employees, in accordance with this article.

3. Military Leave. Any employee while holding a permanent or probationary position in the Classified Service who shall have become a member of the Armed Forces of the United States in time of war or other emergency as provided by statute, or who shall thereafter become a member of said Armed Forces during said time, shall be granted a leave of absence for the term of said military service and shall, upon receiving an Honorable Discharge from military service, be reinstated to said position under the provision of Merit System Rule 12-MCAR 2.504.

Employees from the Classified Service shall be entitled to leave of absence with pay for service in the Armed Forces of the United States or of the State of Minnesota as authorized under Section 192.26, laws of 1941, and any amendments thereto. During such leave, the employee shall accrue sick leave, vacation, and seniority as though they were actually employed.

4. Sabbatical Leave. Employees holding a permanent position with St. Louis County Public Health and Human Service Department, after five (5) years of continuous employment in a position under the jurisdiction of the Minnesota Merit System, and subject to approval of the Department Head, may be granted a sabbatical leave of absence, without pay, for a period of not less than one (1) year nor in excess of two (2) years. An employee on a sabbatical leave shall not accrue additional seniority, vacation and sick leave during leave. These benefits will be frozen at the level immediately prior to the beginning of the leave.

During the sabbatical leave, an employee on a sabbatical leave shall not be employed in a position similar to a position held in the agency immediately prior to the leave of absence. The sabbatical leave of an employee violating this provision shall be canceled seven (7) calendar days after the Employer mails a notice of cancellation of the leave by certified mail to the last address of the employee which is on file with the Personnel Office of the St. Louis County Public Health and Human Service Department. Cancellation of the leave shall not preclude the Department Head from considering additional disciplinary measures for a violation of this provision, subject to the grievance procedure.

The employee shall be returned to the job classification held at the time of the approval of the sabbatical leave, upon the first available opening after the expiration date of their

leave. Any employee who resigns while on a leave will be paid the severance due him computed at the rate prevailing when the leave began.

Employees on an approved sabbatical leave under this section may be returned to a position prior to the expiration of their approved leave upon mutual agreement of the employee and the department head.

5. Special Leave. The Director may grant a leave of absence without pay to any permanent employee in the Classified Service to permit the employee to accept an appointed position in the Unclassified Service or higher position in the Classified Service. This shall be subject to the same conditions as outlined in the rules pertaining to military leave.

Any employee who resigns while on leave will be paid the severance due him, computed at the rate prevailing when the leave began.

6. Jury Duty. Each employee shall be paid full salary while on leave for serving on a jury or for work-related appearances in response to subpoena or as witness before a county, legislative committee, or other judicial or quasi-judicial body as a witness involving Federal, State, or political subdivisions thereof, and no loss of rights or salary while on such leave. Any fees or remunerations allowed beyond any salary received from St Louis County for such service shall be refunded or turned over to the Employer.

ARTICLE 17 - PROFESSIONAL, POLITICAL ACTIVITY

1. Professional Activity. Membership in professional social work organizations may require attendance at committee meetings, conferences, or institutes. Agency time spent in such activity within the state is subject to the advance approval of the Director or his/her designated representative. Permission to attend meetings, conferences, or institutes on Agency time outside the state may be recommended by the Director or his/her designated representative, subject to Board approval.

2. Political Activity. Political activity is permitted in accordance with applicable Federal and State statutes.

ARTICLE 18 - REIMBURSEMENT OF EXPENSES

1. Meals. The schedule of maximum payments for meal reimbursement shall be in accordance with the then-current County Board policy. Meal reimbursement shall be allowed only under the following circumstances:

- a. Where an employee is in travel status within the County and overnight lodging is approved;
 - b. When an employee is in travel status outside of St. Louis County;
 - c. When an employee is required to attend a workshop, seminar or working lunch meeting where a meal is served for which payment is required.
2. Travel. An employee on approved travel status, upon obtaining advanced approval from the department head to incur lodging expense, shall be reimbursed for necessary lodging expense, single or double occupancy or its equivalent, upon presentation of receipt.
3. Claims. Expense reimbursement is limited to when personnel are involved in Agency business. The explanation on the claim voucher must be sufficiently clear to obviate questions on the part of those perusing the claim prior to payment or by auditors at the time of examination.
4. Education. When prior administrative approval has been granted, employees shall be reimbursed up to but not to exceed seventy-five percent (75%) of the educational cost of books and tuition for successful completion of courses.

ARTICLE 19 - GRIEVANCE PROCEDURE

“Grievance” means a dispute or disagreement as to the interpretation or application of any term or terms of this agreement. Should any employee feel that his/her rights and privileges under this Agreement have been violated, that employee shall:

- A. Review the matter with the immediate supervisor.
- B. If no understanding is reached, the aggrieved employee and/or his/her authorized representative shall within ten (10) calendar days of the occurrence of the grievance present the written grievance to the department head or supervisor involved. Within ten (10) calendar days thereafter the department head or supervisor shall submit his/her answer to the aggrieved employee and/or his/her representative.
- C. If the grievance is not settled in Step B, the Union shall present the matter in writing to the County Grievance Board within ten (10) calendar days after receipt of the Step B written answer. The Grievance Board shall be composed of three (3) members appointed by the County Board of Commissioners.

Within ten (10) calendar days of receipt of such written grievance, the County Grievance Board shall schedule a hearing into the matter, after the close of which it shall render its decision no later than ten (10) calendar days thereafter.

D. If the grievance is not satisfactorily resolved under Step C, the Union may refer the matter to arbitration by giving the Employer written notice of intent to proceed to arbitration, within ten (10) calendar days after receipt of the County Grievance Board decision. If the parties have not mutually agreed upon an arbitrator, the Union shall, at the same time as it gives notice to the Employer of intent to proceed to arbitration, request a list of seven (7) arbitrators from the State Bureau of Mediation Services and the parties shall alternately strike names from this list until only one (1) remains, which person shall be the arbitrator, with the first party striking to be determined by flip of a coin. The parties shall select the arbitrator pursuant to the above process within thirty (30) days after receipt of the panel of arbitrators from the Bureau of Mediation Services, unless the parties mutually agree to extend the thirty (30) day period.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider only the specific issue submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying the application of laws and rules and regulations having the force and effect of law. If the arbitrator finds that the grievance concerns matters not covered by this Agreement or the procedures contained herein have not been adhered to, the arbitrator shall return the matter to the parties without decision. The arbitrator shall submit the decision in writing within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding. The fee and expenses of the arbitrator shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual

written agreement of the Employer and Union representative involved in each step.

ARTICLE 20 - RETIREMENT

1. The County agrees to permit retired employees to be continued on the then existing hospitalization and insurance programs provided they qualify for retirement under the rules and regulations of the P.E.R.A. or Coordinated Plans established by State Law and are otherwise eligible to continue coverage under Minn. Stat. §471.61.

2. The County will immediately adopt a policy providing for the implementation of a Post-Retirement Health Care Savings Plan for qualifying employees covered by this agreement. Pursuant to that policy, to qualify for participation in the Post-Retirement Health Care Savings Plan, an employee must, at retirement, have been employed by the County for five (5) consecutive years immediately prior to retirement, qualify for and receive retirement benefits under the rules and regulations of the Public Employees Retirement Association or other appropriate State of Minnesota sponsored retirement fund, or Social Security, and participate in the current St. Louis County self-insured health and dental plans as of the date of retirement.

Pursuant to the Post-Retirement Health Care Savings Plan policy, the County shall, upon a qualifying employee's retirement, deposit the cash equivalent of the employee's accumulated, unused sick leave and accumulated, unused vacation into the employee's account with the plan.

Accumulated, unused sick leave shall be an amount equal to the number of hours, not to exceed one thousand nine hundred (1,900), of unused sick leave multiplied by the employee's hourly base pay rate during the last payroll period prior to retirement. Accumulated, unused vacation shall be an amount equal to the number of hours of unused vacation time multiplied by the employee's hourly base pay rate during the last payroll period prior to retirement.

Prior to an employee's retirement, the County shall provide the employee with notice of his/her accrued vacation. The employee may utilize his/her vacation in full prior to retirement. If the employee does not qualify for the Post-Retirement Health Care Savings Plan, the employee shall, upon retirement, be paid in full for all accrued vacation. If the employee does qualify for the Post-Retirement Health Care Savings Plan, the employee shall have the cash equivalent of the employee's accrued vacation deposited into the employee's account pursuant to the County's Post-Retirement Health Care Savings Plan policy.

Adoption of the policy shall not be construed as a waiver of the County's position that employer contributions to Post-Retirement Health Care Savings Plans are not a mandatory topic of negotiations. The County may amend or repeal the policy at any time; provided, however, if the Union objects to the County's amendment or repeal, the Union shall be entitled, upon written notice to the County, to reinstate the terms of Article 19 of the 2000-2001 collective bargaining agreement in lieu of the Post-Retirement Health Care Savings Plan.

In the event that an employee is legally qualified to be exempt from the Post-Retirement Health Care Savings Plan and the employee's application for exemption is approved by the Plan Administrator, then in lieu of any of the above-referenced payments on behalf of the employee to a Post-Retirement Health Care Savings Plan account, the employee shall receive a taxable cash severance payment calculated as follows:

First, from the employee's accumulated, unused sick leave, calculate the lesser of one-half of the employee's accumulated, unused sick leave or the cost of the maximum life insurance benefit available to the employee under the employee's collective bargaining contract, when the life insurance is purchased as paid up life insurance. This amount shall be designated as the "option amount." The employee shall next designate the portion of the option amount which the employee wishes to use to purchase paid up life insurance. From the balance of the option amount, after deduction of the life insurance cost, shall be subtracted an amount equal to any Employer's FICA tax payable on the option amount. The remaining balance of the option amount shall then be paid to the employee as a cash payment, subject to withholding deductions required by law (e.g. employee's FICA, State and Federal income tax, etc.).

It is the parties' intention that in no event shall payment of the option amount, whether received as paid up life insurance or cash severance, result in a FICA tax payment by the Employer which cannot be fully deducted from the option amount.

3. The County is agreed to pay the employee's pension share as provided under Minnesota Law for payment into the P.E.R.A. Fund or the P.E.R.A. - Social Security Coordinated Plan for those employees having either plan, and to deduct the employee's share as required by the same pension law.

ARTICLE 21 - EQUAL APPLICATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race creed, color, national origin, sex age religion, marital status, political affiliation, disability or status with regard to public

assistance. The Union shall represent all employees in the bargaining unit without discrimination.

ARTICLE 22 - RETENTION OF BENEFITS, SAVINGS CLAUSE

All benefits now enjoyed and practices employed by the employees as negotiated in this contract shall remain in full force during the period of this agreement except as modified by mutual agreement of the parties and except modification required by law.

Savings Clause. If any provision of this agreement is declared by proper judicial authority to be unlawful, unenforceable or not in accordance with applicable Merit System Rules or law, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

ARTICLE 23 - TERMINATION AND RENEWAL

This Agreement, adopted this 1st day of January, 2008, shall be effective from January 1, 2008 until December 31, 2009. This agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, by June 1, prior to the anniversary date that it desires to modify or terminate this agreement.

FOR THE COUNTY BOARD

Chairman

Date

Steven C. Fecker, Labor Negotiator

Approved as to form and execution
this ____ day of _____, 2008.

County Attorney

FOR THE UNION

Director, Council 5

President, Local 66

Business Representative

Date